

Addendum 7 to RFP
10/01/04

Please note that addendum's 3-6 had an incorrect page numbering at the bottom. All of the questions have been posted and answered. There are no missing pages. The page error has been corrected.

1. If an SWO has been issued for a certain period of performance - can an employee decide to switch agencies in the middle of the SWO term? If yes -What would be the conditions for permitting this.

Answer: There is no specific prohibition preventing an employee from switching contractors within a given period of performance. JPL discourages this practice and will not grant a pay raise within the given period of performance. This practice is rare but might result where there are irreconcilable differences between employer and employee. JPL will provide no financial incentive to encourage this practice.

2. The RFP requested twelve (12) copies of Volume 1 Management and six (6) copies of Volume 2 Cost. How many copies of the covering letter including the attachments should be sent with the proposal?

Answer: One!

3. Should a TSEP Subcontractor perform criminal background checks on potential employees?

Answer: There is no specific requirement for a Contractor to conduct a criminal background check on prospective employees. However, special attention should be paid to the Specimen Contract and the General Provisions of the contract. The TSEP employer by signing the TSEP contract agrees to comply with the drug free work place rules, and will notify JPL of any potential TSEP employees that have a Felony Conviction. These and other requirements are in the General Provisions and all TSEP employers must comply with the entire set of General Provisions.

4. 4.3 Personnel Issues: Describe your company policies regarding the treatment of personnel complaints, "grievances", and potential litigation. How will you respond to any of the above or other personnel issues that might arise with your TSEP employees working at JPL. Discuss any plans your company has in place or any new plans you intend to establish, including but not limited to personnel handbooks or other such documents."

The specific word “grievances” (in quotations above) generally applies to an interaction with a collective bargaining unit (union) and the union infrastructure therein, and there does not appear to be any collective bargaining agreement employees in the TSEP or CSEP workforce. Is there another interpretation of the word “grievances” that is being implied in this RFP requirement?

Answer: the word “grievance” (or complaint) does not restrict itself to collective bargaining agreements alone. Anyone can have a grievance (or complaint) and we are just asking if you have a process for resolving them.

5. Can the mandatory qualification of "Must have had at any one time, within the last 18 months prior to the issuance date of this RFP, a minimum of 50 bona fide employees employed in labor categories of similar nature to those required by JPL" be met by employees of an affiliate company (affiliated by ownership in which the bidder may have less than a majority ownership interest)?

Answer: No! The mandatory qualification can only be met if both companies have merged into one operating entity and operate under one identity. The two companies can combine resources as one but must be one legal entity.

6. Regarding the subject solicitation, do the cover page and table of contents count against the page count?

Answer: No.

6. For SCA Employees - can they be offered cash in lieu of Holiday and Vacation pay?

Answer: Per the Service Contract Act, “SCA” employees must be given their current level of vacation benefits. JPL sees no prohibitions against offering cash in lieu of holidays of vacations, but this is not a legal opinion. Adherence to the Service Contract act is your responsibility.

6. In the Vol. I, Management Instruction, paragraph 2.1 it states: "Provide your average benefits percentage as it relates to direct labor. Provide the average benefits contribution provided by the company and the average benefits contribution by the employee. The data provided in Columns C and D on Attachment A-18, Determination of Price will be evaluated." These are numbers. However, during the Pre Proposal conference it was stated: "We want you to discuss the benefits in Vol. I, put the numbers in Vol. II". Since then, there have been no written instructions issued to clarify just exactly what is now required to satisfy these particular requirements. With respect to Vol. I, Management

Instruction, Paragraph 2.1, please clarify what numbers and percentages should be included in Volume I to satisfy these particular requirements.

Answer: In Volume 1, you need to fill in Table 1. It will not take up much room to answer the question. The question is “Provide your average benefits percentage as it relates to Direct Labor”. In other words, how much do you charge for the benefits you are providing or are they free to your employees?? What percent are they expected to provide?? This gives JPL and idea of what the expected employees contribution to the individual list of benefits are. You can associate a percent to each benefit you plan to provide in Table 1.

In A-18 of the cost volume, you are adding the benefits in as a cost factor to derive your total indirect costs proposed. Here, we do not care what you are charging the individual employee for their benefits (or what % you break out between them and yourself) but instead what you are charging to the contract as an expense to derive the total indirect expense. These figures should be complimentary to each other. You will need to answer the above question first before calculating the costs for this part.